

Amendment 305 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 305 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 7th day of July, 2014, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide qualified technical support to King County Metro (KCM) to continue its participation in additional trouble-shooting conference calls and/or meetings to resolve a KCM/Contractor network connectivity issue affecting the Card Initialization Personalization and Printer (CIPP) application, Agency Website (AGW) and Call Center Website (CCW). This work is more fully described in Change Request CR-10742 *KCM Network Troubleshooting – CIPP, AGW, CCW (2) v2.0*.

- B. The Parties agree that the Work is necessary to provide said technical support will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will provide the services of a qualified Technical Engineer to consult with KCM to troubleshoot Severity 1 network connectivity issues. Such work will include the following:

- 1.1 The Contractor will provide the services of a qualified Technical Engineer for billable labor hours not to exceed \$7500 to participate in conference calls and or meetings with KCM to troubleshoot network connectivity issues. These issues affect the performance of the CIPP, AGW and CCW.
- 1.2 If providing the solution requires such work, the Contractor will make needed changes to the Contractor's and/or KCM's environment.
- 1.3 The Contractor will support KCM Network staff to document the root cause and the solution.

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be performed on a mutually agreeable date and time, to be scheduled as soon as possible.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

- 3.1 Notwithstanding any other provision of this amendment, in the event it is determined that the issues described in Section 1.0 were, in whole or in part, caused by actions of the Contractor or its sub-contractors, the total amount due to the Contractor for work provided herein will accordingly be reduced by an amount proportionate to the Contractor's and sub-contractors' actions that led to the issues described in Section 1.0. Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 305

The Contractor will provide consultation by a Technical Engineer to support KCM's efforts to troubleshoot a KCM/Contractor network connectivity issue.	
TOTAL	NTE \$7500

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: DJ Th
Its: General Manager
Date: 7/2/14

The Agencies

By: Constance Carlson
Their: Operations Manager
On behalf of the Agencies
Date: July 7, 2014